

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.

SALENA RIVERA,

Plaintiff,

v.

SUNBEAM PRODUCTS, INC.,

Defendant.

COMPLAINT AND JURY DEMAND

Plaintiff, Salena Rivera, by and through her counsel, George E. McLaughlin, McLaughlin Law Firm, P.C., and Brian A. Calandra, Ramos Law, brings this civil action, and alleges and states as follows:

PARTIES

1. Plaintiff Salena Rivera resides in Brighton, Adams County, Colorado, and is a citizen of the state of Colorado.

2. According to the most recent Periodic Report of Sunbeam Products, Inc. filed with the office of the Colorado Secretary of State on October 10, 2022, Defendant Sunbeam Products, Inc., is a Delaware corporation and its principal office street address stated to be 2381 Executive Center Drive, Boca Raton, FL 33431. However, according to the Annual Registration of Sunbeam Products, Inc. filed with the Georgia Secretary of State on March 24, 2023, it states that its Principal Office Address is now 6655 Peachtree Dunwoody Road, Atlanta, GA 30328. Therefore, Defendant Sunbeam Products, Inc, is deemed to be a citizen of the states of Delaware and Georgia.

3. Defendant Sunbeam Products, Inc., has designated as its registered agent in the state of Colorado to be Corporation Service Company, 1900 W. Littleton Boulevard, Littleton, CO 80120.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) as the parties are citizens of different states, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

5. Defendant Sunbeam Products, Inc. [hereinafter “Sunbeam”] designed, manufactured, branded, imported, distributed, and/or sold in the state of Colorado, a product known as a Crock-Pot® 6-Quart Express Crock Multi-Cooker, Model No. SCCPPC600-V1, which is the subject of this civil action.

6. Defendant Sunbeam Products Inc. is subject to the *in personam* jurisdiction of this Court, as it did and continues to do business within the state of Colorado and has continuous and systematic contacts with the state of Colorado and has consented to jurisdiction in the state of Colorado.

7. Defendant Sunbeam Products Inc. is a corporation and deemed to reside in a judicial district in which it is subject to personal jurisdiction. 28 U.S.C. §1391(c).

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) and (c), as the Plaintiff resides in Adams County, Colorado, within the jurisdictional boundaries of this United States District Court, and a substantial part of the events giving rise to this claim occurred in Adams County, Colorado.

NATURE OF THE CASE

9. This civil action is a claim for personal injuries received by Plaintiff Salena Rivera, that she received when a consumer kitchen appliance product, known as a Sunbeam Crock-Pot® 6-Quart Express Crock Multi-Cooker, designed, manufactured, imported, and distributed by Defendant Sunbeam Products, Inc., malfunctioned, causing its scalding hot contents to erupt from the product and caused serious burn injuries to Plaintiff.

10. It is alleged that this incident occurred as a result of the defects in, and the failure of, the Pressure Cooker's design and manufacturing specifications, which were intended to prevent the lid of the Pressure Cooker from opening while its contents were under pressure.

11. It also is alleged that this incident occurred as a result of Defendant Sunbeam's failure to redesign the Pressure Cooker prior to its sale, despite the existence of economical, safer alternative designs; and as the result of Defendant Sunbeam's failure to timely recall this product, having prior notice and knowledge of its design and/or manufacturing defects that allowed the lid to open while its contents were under pressure.

12. It also is alleged that this incident occurred as a result of Defendant Sunbeam's failure to recall the Pressure Cooker prior to its sale, despite having prior notice and knowledge of its design and/or manufacturing defects that allowed the lid to open while its contents were under pressure.

FACTUAL ALLEGATIONS

13. A Sunbeam Crock-Pot® 6-Quart Express Crock Multi-Cooker, Model Number SCCPPC600-V1 [hereinafter at times referred to as the “Crock-Pot® Pressure Cooker” or “Pressure Cooker”], is the subject of this civil action. [Figures 1 and 2]



Figure 1



Figure 2

14. Both the plastic bottom of the subject Pressure Cooker, and one of the metal prongs of the power cord plug of the Pressure Cooker, are embossed with “L 030 JN”, which means this product was manufactured on or about the date of January 30, 2018. [Figures 3 and 4]



Figure 3



Figure 4

15. The subject Crock-Pot® Pressure Cooker was purchased at a Walmart retail store in the state of Colorado.

16. On or about November 7, 2022, while using the subject Crock-Pot[®] Pressure Cooker in a reasonable and expected way, Plaintiff suffered serious burn injuries as the direct and proximate result of the Pressure Cooker's lid opening while the contents of the Pressure Cooker were under pressure, causing its scalding hot contents to forcefully erupt from the Pressure Cooker and onto Plaintiff.

ACCRUAL OF THIS CAUSE OF ACTION

17. Prior to November 7, 2022, Plaintiff had neither knowledge nor notice that there was any defect in the design, manufacture, or labeling of the subject Crock-Pot[®] 6-Quart Express Crock Multi-Cooker.

18. Prior to November 7, 2022, Plaintiff was unaware of any defects in the Crock-Pot[®] Pressure Cooker.

19. Prior to November 7, 2022, the subject Crock-Pot[®] Pressure Cooker had not malfunctioned.

20. Prior to November 7, 2022, Plaintiff had not suffered any injury from the use of the Crock-Pot[®] Pressure Cooker.

21. Plaintiff's cause of action against Defendant accrued on November 7, 2022.

CROCK-POT[®] PRESSURE COOKER PRODUCTS

22. Defendant Sunbeam designs, manufactures, markets, imports, distributes, and sells a variety of consumer products including pressure cookers, Toasters & Countertop Ovens, Panini, Pie & Bread Makers, Mixers, Electric Blankets, and Heating Pads, among others.¹

¹ See generally, <https://www.sunbeam.com/> (June 2020).

23. Defendant Sunbeam designed, manufactured, marketed, imported and/or distributed a product known as the Sunbeam Crock-Pot[®] 6-Quart Express Crock Multi-Cooker, Model Number SCCPPC600-V1.

24. Defendant Sunbeam was the designer of the Crock-Pot[®] 6-Quart Express Crock Multi-Cooker, Model Number SCCPPC600-V1, that is the subject of this action.

25. Defendant Sunbeam was the manufacturer of the Crock-Pot[®] 6-Quart Express Crock Multi-Cooker, Model Number SCCPPC600-V1, that is the subject of this action.

26. Defendant Sunbeam was the importer of the Crock-Pot[®] 6-Quart Express Crock Multi-Cooker, Model Number SCCPPC600-V1, that is the subject of this action.

27. Defendant Sunbeam was the distributor of the Crock-Pot[®] 6-Quart Express Crock Multi-Cooker, Model Number SCCPPC600-V1, that is the subject of this action.

28. In a November 24, 2020, internet-posted announcement by the “Consumer Product Safety Commission [CPSC], announcing recall of the Sunbeam Crock-Pot[®] 6-Quart Express Crock Multi-Cooker, the manufacturer of this product is identified as, “Sunbeam products, Inc., of Boca Raton, Fla.”²

29. Pursuant to applicable Colorado law, Defendant Sunbeam is the manufacturer of the Crock-Pot 6-Quart Express Crock Multi-Cooker, Model Number SCCPPC600-V1, that is the subject of this action.

² <https://www.cpsc.gov/Recalls/2020/crock-pot-6-quart-express-crock-multi-cookers-recalled-by-sunbeam-products-due-to-burn>

30. If Sunbeam in fact was not the actual manufacturer of the Crock-Pot[®] 6-Quart Express Crock Multi-Cookers, then Sunbeam contracted with a Chinese entity known as Jiangmen Nanguang Electrical Appliance Industrial Co LTD, to manufacture these products for it, manufactured to Sunbeam's specifications and requirements, and bearing the brand name "Crock-Pot".

31. If Sunbeam in fact was not the actual manufacturer of the subject Pressure Cooker, then Sunbeam contracted with a Chinese entity known as Jiangmen Nanguang Electrical Appliance Industrial Co LTD, to manufacture for it the subject Pressure Cooker.

32. The Chinese entity known as, Jiangmen Nanguang Electrical Appliance Industrial Co LTD, or whatever other manufacturer in China that may have manufactured the subject Pressure Cooker, is not registered to do business in the state of Colorado.

33. The Chinese entity known as, Jiangmen Nanguang Electrical Appliance Industrial Co LTD, or whatever other manufacturer in China that may have manufactured the subject Pressure Cooker, is not subject to the jurisdiction of this United States District Court.

34. Sunbeam intended that the Pressure Cooker products known as the Crock-Pot[®] 6-Quart Express Crock Multi-Cooker, Model Number SCCPPC600-V1, would comply with all relevant industry standards for safety.

35. Defendant Sunbeam claims that its Crock-Pot[®] Pressure Cooker “has been designed with safety in mind,”³ and “has various safety measures”⁴ such as, “Once the pressure increases, the Lid cannot be opened.”⁵

36. Despite Defendant Sunbeam’s claims of “safety,” it imported and distributed, either directly itself, or through third-party retailers, Crock-Pot[®] Pressure Cookers with serious and dangerous defects that had the potential to cause significant risk of bodily harm and injury to its consumers.

37. Despite Defendant Sunbeam’s claims of “safety,” it imported and distributed, either directly itself, or through third-party retailers, Crock-Pot[®] Pressure Cookers with serious and dangerous defects that in fact caused significant risk of bodily harm and injury to its consumers.

38. Specifically, these defects at times manifest themselves by the lid of the Pressure Cooker opening while the product is under pressure, with the contents heated in excess of 100°C [212°F], and steam inside the unit. When the lid opens or is removed under such circumstances, the pressure within the unit causes the scalding hot contents to erupt from the unit and into the surrounding area, including onto any persons nearby.

39. After Defendant Sunbeam knew or should have known of these defects it continued to sell and distribute its defective Pressure Cookers to consumers.

³ See Sunbeam Products, Inc. Crock-Pot[®] Express Crock Multicooker Owner’s Manual, pg. 10, available at: https://s7d9.scene7.com/is/content/NewellRubbermaid/DASH/S7_int/2020/SCCPPC600-V1-Express%20Crock%20IB.PDF.

⁴ *Id.*

⁵ *Id.*

40. After Defendant Sunbeam knew or should have known of these defects it failed to warn said consumers of the serious risks posed by these defects.

41. After Defendant Sunbeam knew or should have known of these defects it failed to timely and effectively announce the recall of these dangerous and defective Pressure Cookers.

42. After Defendant Sunbeam knew or should have known of these defects, and the risk of serious burn injuries to users of these products, Sunbeam prioritized profit over the safety of consumers, and continued to distribute these products.

43. Defendant Sunbeam ignored and concealed its knowledge of these defects in its Pressure Cookers from consumers, the United States Consumer Product Safety Commission [CPSC], and the public in general, in order to continue to profit from the sale of its Crock-Pot[®] Pressure Cookers.

44. On its internet website in the years 2019 and 2020, Defendant Sunbeam claimed, “Through cutting-edge innovation and intelligent design . . . [f]or over 100 years, Sunbeam has been simplifying the lives of everyday people.”⁶

45. Defendant Sunbeam warranted, marketed, advertised, and sold its Crock-Pot[®] Pressure Cookers as “an all-in-one appliance that’s always ready when you are,”⁷ allowing consumers to cook “instant, healthy, home-cooked dish in under an hour. . . .”⁸

⁶ <https://www.newellbrands.com/our-brands/sunbeam/> (June 9, 2019 and Sept 25, 2020).

⁷ <https://www.crock-pot.com/pressure-and-multi-cookers/multi-cookers/express-crock/crock-pot-6-quart-express-crock-pressure-cooker/SCCPPC600-V1.html/> (May 24, 2020).

⁸ *Id.*

46. According to the Owner’s Manual accompanying each unit sold, the Crock-Pot® Pressure Cookers purport to be designed with “safety in mind and has various safety measures.”⁹

47. For instance, Defendant Sunbeam claims that its Crock-Pot® Pressure Cookers include “safety sensors”¹⁰ to keep the lid from being opened while the unit is under pressure; “Pressure will not build if the Lid is not shut correctly and has not sealed”¹¹; and, “Once the pressure increases, the Lid cannot be opened.”¹²

48. In addition to the “safety measures” listed in the manual, Defendant Sunbeam’s Crock-Pot® website claimed that consumers “cook with confidence” because the “Airtight locking lid stays sealed under pressure for added safety.”¹³

49. Plaintiff used the subject Pressure Cooker with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable use of cooking.

50. Plaintiff used the subject Pressure Cooker for its intended purpose of preparing meals for herself and her family and did so in a manner that was reasonable and foreseeable by Defendant Sunbeam.

51. However, the subject Pressure Cooker was defectively designed and/or manufactured in that it failed to properly function as to prevent the lid from opening while the unit

⁹ Sunbeam Products, Inc. Crock-Pot® Express Cook Multicooker Owner’s Manual, *Supra.*, pg. 10.

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ <https://www.crock-pot.com/pressure-and-multi-cookers/multi-cookers/express-crock/crock-pot-6-quart-express-crock-pressure-cooker-black-stainless/SCCPPC600-V1-DS.html/> (September 23, 2020).

remained pressurized, during the ordinary, foreseeable, and proper use of cooking food with the product, placing Plaintiff and similar consumers in danger while using the Pressure Cookers.

52. Defendant Sunbeam’s Crock-Pot® Pressure Cookers have design defects that make them unreasonably dangerous for their intended use by consumers because the lid can open while the unit remains pressurized.

53. Defendant Sunbeam’s Crock-Pot® Pressure Cookers have manufacturing defects that make them unreasonably dangerous for their intended use by consumers because the lid can open while the unit remains pressurized.

54. Defendant Sunbeam’s representations about “safety” are not just misleading, they are wrong, deceptive, and put innocent consumers like Plaintiff directly in harm’s way and at risk of serious injury.

55. Economical and safer alternative designs were available that could have prevented the subject Crock-Pot® Pressure Cooker’s lid from opening while the unit was pressurized.

56. Defendant Sunbeam knew or should have known that its Crock-Pot® Pressure Cooker possessed defects that pose a serious safety risk to Plaintiff, and other users of these products.

UL STANDARDS¹⁴

57. The subject Crock-Pot® Pressure Cooker states on its label: “UL Listed” and the information, “UL E189458 6G51”. [Figure 2, above.]

¹⁴ UL was formerly known as Underwriters Laboratories.

58. Sunbeam intended that the Crock-Pot[®] 6-Quart Express Crock Multi-Cooker, Model Number SCCPPC600-V1, would comply with the UL Standard for Pressure Cookers, UL Standard 136.

59. UL Standard for Pressure Cookers, UL Standard 136, requires, in part, that when the subject Pressure Cooker is under pressure the cover [lid] should not be able to be opened by applying a rotational force of 100 pounds (445 N) or less, with the force to be applied gradually.

60. The UL listing means, in part, that when the subject Crock-Pot[®] Pressure Cooker is under pressure the cover [lid] should not be able to be opened by applying a rotational force of 100 pounds (445 N) or less, with the force to be applied gradually.

61. The UL listing means, in part, that when the subject Crock-Pot[®] Pressure Cooker is under pressure the cover [lid] should not open on its own.

62. The subject Crock-Pot[®] Pressure Cooker was designed, manufactured, imported, introduced into interstate commerce, promoted, marketed, distributed, and sold by Defendant Sunbeam directly or through third parties acting on its behalf.

63. The subject Crock-Pot[®] Pressure Cooker did not comply with applicable UL standards.

PRIOR NOTICE TO SUNBEAM

64. Sunbeam, or a third party acting on its behalf, has a database where a record was and is kept of each instance where a consumer, or a retailer, claimed to Sunbeam that the lid of a Sunbeam Crock-Pot[®] Pressure Cooker opened while the contents were under pressure.

65. Prior to the sale of the subject Crock-Pot[®] Pressure Cooker Sunbeam received notice from consumers that the lid of this product could open while the contents were still under pressure.

66. Prior to the sale of the subject Crock-Pot[®] Pressure Cooker Sunbeam received notice from retailers of this product that they had received notice from consumers or retailers that the lid of Crock-Pot[®] Pressure Cooker opened while the contents were still under pressure.

67. Prior to the date of Plaintiff's injuries, Sunbeam received notice from consumers that the lid of its Crock-Pot[®] Pressure Cookers opened while the contents were still under pressure.

68. Prior to the date of Plaintiff's injuries, Sunbeam received notice from retailers of its Crock-Pot[®] Pressure Cookers that they had received notice from consumers that the lid of this product opened while the contents were still under pressure.

69. Prior to November 24, 2020, Defendant Sunbeam ignored and/or concealed its knowledge of the Crock-Pot[®] Pressure Cooker' defects from consumers and the general public and continued to generate a substantial profit from the sale of its Crock-Pot[®] Pressure Cookers, demonstrating a callous, reckless, and willful indifference to the health, safety and welfare of Plaintiff and consumers like her.

RECALL OF THE SUNBEAM CROCK-POT

70. On November 24, 2020, Sunbeam recalled approximately 914,430 of its Crock-Pot[®] 6-Quart Express Crock Multi-Cookers, Model Number SCCPPC600-V1, that had been

distributed in the United States, and approximately an additional 28,330 distributed in Canada, that were manufactured between the dates of July 1, 2017 and October 1, 2018.¹⁵

71. The basis for the recall was that “The recalled Crock-Pot[®] multi-cooker can pressurize when the lid is not fully locked. This can cause the lid to suddenly detach while the product is in use, posing burn risks to consumers from hot food and liquids ejected from the product.”¹⁶

72. As of the date of the recall, Defendant “Sunbeam Products has received 119 reports of lid detachment, resulting in 99 burn injuries ranging in severity from first-degree to third-degree burns.”¹⁷

SUMMATION OF SUNBEAM’S CONDUCT

73. As a direct and proximate result of Defendant Sunbeam’s prior notice and knowledge of the defects in its Crock-Pot[®] 6-Quart Express Crock Multi-Cookers, and the serious injuries, and risk of serious injuries caused by those defects, concealment of such defects, its failure to warn consumers of such defects, its negligent misrepresentations, its failure to timely remove or recall this product with such defects from the stream of commerce, and its negligent design and/or manufacturing of such products, Plaintiff Salena Rivera used a defective and unreasonably dangerous Sunbeam Crock-Pot[®] Pressure Cooker, which resulted in serious bodily injuries to her.

74. Consequently, Plaintiff Salena Rivera seeks damages resulting from the use of Defendant Sunbeam’s Crock-Pot[®] Pressure Cooker, as described above, which has caused Plaintiff

¹⁵ <https://www.cpsc.gov/Recalls/2020/crock-pot-6-quart-express-crock-multi-cookers-recalled-by-sunbeam-products-due-to-burn>.

¹⁶ *Id.*

¹⁷ *Id.*

to suffer from serious bodily injuries, medical expenses, physical pain, disfigurement, physical impairment, mental anguish, diminished enjoyment of life, and other damages, as set forth elsewhere in this Complaint.

75. The subject Crock-Pot® Pressure Cooker was defective in design, defective in manufacture, not merchantable, not in conformance with its applicable implied and express warranties and was unreasonably dangerous for its intended and/or reasonably foreseeable use, in that its lid opened while the unit was pressurized, caused its scalding hot contents and steam to erupt from the pot, while being used as reasonably intended and expected.

76. The subject Crock-Pot® Pressure Cooker was dangerous to an extent beyond which would be contemplated by the ordinary consumer with the ordinary knowledge common to the community as to its characteristics in that the lid could open under conditions of reasonable and expected use while its contents were under pressure.

77. The conduct of Defendant Sunbeam, as set forth in this complaint, demonstrates a callous, reckless, and willful, indifference to the health, safety and welfare of consumers and users of these products.

78. The conduct of Defendant Sunbeam, as set forth in this complaint, is attended by circumstances of fraud, malice, or willful and wanton conduct.

PLAINTIFF'S INJURIES AND DAMAGES

79. As a direct and proximate result of the defects in, and the failure of, the subject Pressure Cooker, Plaintiff sustained injuries and damages including, but not limited to:

- (a) severe burns to her chest, breasts, and abdomen;
- (b) past pain, suffering, and anguish, both in mind and in body;

- (c) future pain, suffering, and anguish, both in mind and in body;
- (d) past medical expenses;
- (e) future medical expenses;
- (f) loss of enjoyment of life;
- (g) disfigurement;
- (h) physical impairment;
- (i) and loss of past income and earnings.

CAUSES OF ACTION

COUNT I

STRICT PRODUCT LIABILITY

Colorado Product Liability Act, C.R.S. §13-21-401, *et seq.*

80. Plaintiff incorporates by reference the facts and allegations set forth in paragraphs 1 through 79 above of this Complaint.

81. Defendant is subject to the provisions of the Colorado Product Liability Act, C.R.S. §13-21-401, *et. seq.* for products that it manufactured, and which were sold to, distributed to, and used by citizens of the state of Colorado.

82. The subject Crock-Pot[®] Pressure Cooker is a “product”, as that word is used in the Colorado Product Liability Act.

83. Defendant was the manufacturer of the subject Crock-Pot[®] Pressure Cooker, as the word “manufacturer” is defined by the Colorado Product Liability Act, C.R.S. §13-21-401 (1).

84. Defendant was the seller of the subject Crock-Pot[®] Pressure Cooker, as the word “seller” is defined by the Colorado Product Liability Act, C.R.S. §13-21-401(3).

85. Pursuant to the Colorado Product Liability Act, Defendant owed a duty to Plaintiff to manufacture, distribute, and sell a product that was reasonably safe in construction, which did not materially deviate from applicable design specifications, or otherwise deviate in some material way from otherwise identical units in Defendant's product line.

86. Pursuant to the Colorado Product Liability Act, Defendant owed a duty to Plaintiff to design, manufacture, assemble, test, label, distribute, and sell a product that was not unreasonably dangerous.

87. Pursuant to the Colorado Product Liability Act, Defendant owed a duty to Plaintiff to design, manufacture, assemble, test, label, distribute, and sell a product that conformed to its implied warranties, including, but not limited to, the implied warranty that Defendant's products were reasonably safe for use by consumers.

88. Defendant had a duty to design, manufacture, import, place into the stream of commerce, distribute, market, and sell the subject Crock-Pot® Pressure Cooker so that it was neither defective nor unreasonably dangerous when put to the use for which it was designed, manufactured, distributed, marketed, and sold.

89. The subject Crock-Pot® Pressure Cooker used by Plaintiff was in a defective condition and unreasonably dangerous to the user or consumer at the time it left the possession of Defendant, and at the time it entered the stream of commerce, because of, but not limited to, the following:

- a) the subject Crock-Pot® Pressure Cooker was not reasonably safe as intended to be used;
- b) The Crock-Pot® 6-Quart Express Crock Multi-Cookers, Model Number SCCPPC600-V1, manufactured between the dates of July 1, 2017 and October 1, 2018, designed, manufactured, sold, and

supplied by Defendant Sunbeam, were defectively designed and placed into the stream of commerce in a defective and unreasonably dangerous condition for consumers;

- c) the subject Crock-Pot[®] Pressure Cooker contained manufacturing defects, including that the lid could be opened while the contents were under pressure;
- d) the design of the subject Crock-Pot[®] Pressure Cooker presented risks which exceeded the utility of the product;
- e) the subject Crock-Pot[®] Pressure Cooker was dangerous to an extent beyond which would be contemplated by the ordinary consumer, and did not meet consumer expectations;
- f) the subject Crock-Pot[®] Pressure Cooker did not comply with applicable industry standards, including, but not limited to, UL 136;
- g) a reasonably prudent manufacturer, distributor, or seller, given knowledge of the subject Pressure Cooker's condition, would not have marketed, distributed or sold the product;
- h) the subject Crock-Pot[®] Pressure Cooker was not appropriately or adequately tested before its distribution or sale;
- i) the subject Crock-Pot[®] Pressure Cooker's marketing, instructions, and packaging, misrepresented its safety characteristics in that it was not safe for use;
- j) The seriousness of the potential burn injuries resulting from the product drastically outweighs any benefit that could be derived from its normal, intended use;
- k) Defendant Sunbeam failed to warn and place adequate warnings and instructions on the Pressure Cookers;
- l) Defendant Sunbeam failed to timely and effectively recall its Crock-Pot[®] 6-Quart Express Crock Multi-Cookers, Model Number SCCPPC600-V1, once it reasonably knew, or should have known, that they were defective and causing injuries, and,
- m) Defendant Sunbeam failed to market an economically feasible alternative design, despite the existence of economical, safer

alternatives, that could have prevented Plaintiff's injuries and damages.

90. The subject Crock-Pot® Pressure Cooker was expected, and did, reach the consumer without substantial change in the condition in which it was sold.

91. The defects in the subject Crock-Pot® Pressure Cooker caused the injuries to Plaintiff as set forth in this Complaint.

92. Pursuant to the provisions of the Colorado Product Liability Act, C.R.S. §13-21-401, et seq., Defendant is deemed to be the "manufacturer" of products that it designed, distributed, branded, or sold, and that were used by citizens of the state of Colorado in the state of Colorado, and are thereby liable to Plaintiff for the claims asserted in this count of this Complaint.

93. Plaintiff suffered injuries and damages, as set forth in this Complaint.

COUNT II

NEGLIGENCE

94. Plaintiff incorporates by reference the facts and allegations set forth in paragraphs 1 through 79 above of this Complaint.

95. Defendant Sunbeam was the designer, manufacturer, importer, distributor, marketer, seller, and supplier of the subject Crock-Pot® 6-Quart Express Crock Multi-Cooker.

96. Defendant Sunbeam had a duty of a reasonably prudent person, i.e., a duty of reasonable care, to design, manufacture, import, inspect, test, market, distribute, and sell Crock-Pot® 6-Quart Express Crock Multi-Cooker products that were not defective and were reasonably safe for their intended uses by consumers, such as Plaintiff.

97. Defendant Sunbeam failed to exercise ordinary and reasonable care in designing, manufacturing, importing, inspecting, testing, selling, distributing, labeling, marketing, and

promoting its Crock-Pot® 6-Quart Express Crock Multi-Cooker products, which were defective and presented an unreasonable risk of harm to consumers, such as Plaintiff.

98. Defendant Sunbeam failed to exercise ordinary care in the design, manufacture, importation, inspection, quality assurance, quality control, distribution, advertising, promotion, marketing, and sale of its Crock-Pot® 6-Quart Express Crock Multi-Cooker products in that Defendant Sunbeam knew or should have known that these products presented an unreasonable risk of harm to Plaintiff and consumers alike.

99. Defendant Sunbeam had a duty to do quality assurance inspection, sampling, and testing prior to accepting delivery of its Crock-Pot® 6-Quart Express Crock Multi-Cooker products from its supplier in China that were intended to be sold in the United States.

100. Defendant Sunbeam had a duty to adequately warn consumers that it knew the lids of its Crock-Pot® 6-Quart Express Crock Multi-Cooker products may open spontaneously, or may be opened by consumers, when the contents of the product were still under pressure, and in such an event the scalding contents of the product may erupt from the pot and cause serious burn injuries to anyone near the product.

101. Defendant Sunbeam had a post-sale duty to adequately warn consumers who had its Crock-Pot® 6-Quart Express Crock Multi-Cooker products that it knew the lids of these products may open spontaneously, or may be opened by consumers, when the contents of the product were still under pressure, and in such an event the scalding contents of the product may erupt from the pot and cause serious burn injuries to anyone near the product.

102. Defendant Sunbeam was negligent in the design, manufacture, importation, inspection, advertising, warning, marketing, and sale of its Pressure Cookers in that, among other things, it:

- a. Failed to use ordinary and reasonable care in designing its Crock-Pot[®] 6-Quart Express Crock Multi-Cooker products;
- b. Failed to use ordinary and reasonable care in manufacturing Crock-Pot[®] 6-Quart Express Crock Multi-Cooker products;
- c. Failed to do adequate quality assurance inspection, sampling, and testing of its Crock-Pot[®] 6-Quart Express Crock Multi-Cooker products, prior to accepting delivery from the manufacturing facility in China, to assure that the products that were being produced for it conformed with Defendant's standards, and applicable industry standards;
- d. Failed to do adequate quality assurance inspection, sampling, and testing of its Crock-Pot[®] 6-Quart Express Crock Multi-Cooker products, after accepting delivery from the manufacturing facility in China, to assure that the products that were being produced for it conformed with Defendant's standards, and applicable industry standards;
- e. After Defendant Sunbeam knew or should have known that the lids of its Crock-Pot[®] 6-Quart Express Crock Multi-Cooker products were spontaneously opening while the Pressure Cookers were still pressurized, Defendant Sunbeam continued to import, market, and distribute its Pressure Cookers to retailers and to the general public;
- f. After Defendant Sunbeam knew or should have known that the lids of its Crock-Pot[®] 6-Quart Express Crock Multi-Cooker products were opening while the Pressure Cookers were still pressurized, Defendant Sunbeam continued to import, market, and distribute its Pressure Cookers to retailers and to the general public;
- g. After Defendant Sunbeam knew or should have known that Plaintiff and consumers like her were able to remove the lid while the Pressure Cookers were still pressurized, Defendant Sunbeam did not warn its retailers or consumers of this risk;

- h. After Defendant Sunbeam knew or should have known that Plaintiff and consumers like her were able to remove the lid while the Pressure Cookers were still pressurized, Defendant Sunbeam did not provide post-sale warnings to consumers of this risk;
- i. After Defendant Sunbeam knew or should have known that its Crock-Pot[®] 6-Quart Express Crock Multi-Cooker products were opening while the Pressure Cookers were still pressurized, Defendant Sunbeam did not timely and effectively recall these products;
- j. Placed an unsafe product into the stream of commerce;
- k. Aggressively over-promoted and marketed its Pressure Cookers through television, social media, and other advertising outlets, with knowledge that its Crock-Pot[®] 6-Quart Express Crock Multi-Cooker products were opening while the Pressure Cookers were still pressurized, in violation of known industry standards; and,
- l. Were otherwise negligent.

103. As a result, Plaintiff's subject Crock-Pot[®] 6-Quart Express Crock Multi-Cooker contained design and/or manufacturing defects which allowed the lid to open while the contents were under pressure, which rendered it unreasonably dangerous when used as intended or as reasonably foreseeable to Defendant Sunbeam.

104. The defect in the design and/or manufacturing allows consumers such as Plaintiff to open the lid while the unit remains pressurized, and causes an unreasonable increased risk of injury, including, but not limited to, first, second and third-degree scald burns.

105. Plaintiff in this case used her Crock-Pot[®] 6-Quart Express Crock Multi-Cooker in a reasonably foreseeable manner and did so as intended by Defendant Sunbeam.

106. The subject Crock-Pot[®] 6-Quart Express Crock Multi-Cooker was not materially altered or modified by Plaintiff, or anyone else, after being manufactured by Defendant Sunbeam and before being used by Plaintiff.

107. The design and/or manufacturing defects that allow the lid of the Crock-Pot® 6-Quart Express Crock Multi-Cooker to open while its contents are still pressurized was and is negligent and renders these products defective.

108. The design and/or manufacturing defects that allow the lid of the Crock-Pot® 6-Quart Express Crock Multi-Cooker to open while its contents are still pressurized is the direct and proximate result of Defendant Sunbeam's negligence, and failure to use reasonable and ordinary care, in designing, manufacturing, importing, inspecting, testing, and promoting these products.

109. Defendant Sunbeam risked the safety and well-being of the consumers and users of its Crock-Pot® 6-Quart Express Crock Multi-Cookers, including Plaintiff, with the knowledge of the safety and efficacy issues these products had, and withheld this knowledge from the public.

110. Defendant Sunbeam made the conscious decision not to timely redesign the lid of its Crock-Pot® 6-Quart Express Crock Multi-Cookers, despite the existence of economically feasible, safer alternative designs, warn or inform the unsuspecting consuming public.

111. After Defendant Sunbeam had recognized the issue of the lids of Crock-Pot® 6-Quart Express Crock Multi-Cookers spontaneously opening under pressure, it made the conscious decision to continue to distribute and sell products that it had in inventory with the known defective lids.

112. After Defendant Sunbeam had in fact recognized the issue of the lids of its Crock-Pot® 6-Quart Express Crock Multi-Cookers spontaneously opening under pressure and had designed a new lid as a remedy for this safety issue, it continued to distribute and sell products that it had in inventory with the known defective lids.

113. Defendant Sunbeam made the conscious decision not to timely recall the defective Crock-Pot® 6-Quart Express Crock Multi-Cookers.

114. At the time in which the subject Crock-Pot® 6-Quart Express Crock Multi-Cooker was distributed and sold, up through the time Plaintiff was injured, Defendant Sunbeam knew or had reason to know that these products were dangerous and created an unreasonable risk of harm to consumers.

115. Defendant Sunbeam risked the safety and well-being of the consumers and users of its Pressure Cookers, including Plaintiff to this action, with the knowledge of the safety and efficacy problems and suppressed this knowledge from the public.

116. Defendant Sunbeam's conduct, as described above, was negligent, grossly negligent, reckless, intentional, extreme, and outrageous.

117. As a direct and proximate result of the negligence, conduct, actions, inactions, and knowledge of Defendant Sunbeam, as set forth above, Defendant Sunbeam is liable for Plaintiff's injuries and damages, as set forth in this Complaint, under Colorado law.

COUNT III

BREACH OF EXPRESS WARRANTY

118. Plaintiff incorporates by reference the above paragraphs 1 through 79 of this Complaint, as if fully set forth herein.

119. Defendant Sunbeam expressly warranted that its Crock-Pot® 6-Quart Express Crock Multi-Cookers were safe and effective to members of the consuming public, including Plaintiff. Moreover, Defendant Sunbeam expressly warranted that the lid of the Crock-Pot® Pressure Cooker could not be removed while the unit remained pressurized. Specifically:

- a. “Pressure will not build if the Lid is not shut correctly and has not sealed.”¹⁸
- b. “Once the pressure increases, the Lid cannot be opened. Safety sensors ensure the pressure remains within the set range.”¹⁹
- c. “Airtight locking lid stays sealed under pressure for added safety.”²⁰

120. Consumers, including consumers such as Plaintiff, were the intended third-party beneficiaries of these express warranties.

121. Defendant Sunbeam marketed, promoted, and sold its Pressure Cookers as a safe product, including what it called in published materials, “safety measures.”

122. Defendant Sunbeam’s Pressure Cookers do not conform to these express representations because the lid can be removed using reasonable and expected effort or force while the units remain pressurized, despite the appearance that the pressure has been released, making the Crock-Pot[®] Pressure Cookers not reasonably safe for use by consumers.

123. Defendant Sunbeam breached its express warranty in one or more of the following ways:

- a. The Crock-Pot[®] Pressure Cookers as designed, manufactured, sold and/or supplied by Defendant Sunbeam, were defectively designed, and placed into the stream of commerce by Defendant Sunbeam in a defective and unreasonably dangerous condition;
- b. Defendant Sunbeam failed to warn and/or place adequate warnings and instructions on its Crock-Pot[®] Pressure Cookers;

¹⁸ Sunbeam Products, Inc. Crock-Pot[®] Express Crock Multicooker Owner’s Manual, *Supra*, pg. 10.

¹⁹ *Id.*

²⁰ <https://www.crock-pot.com/pressure-and-multi-cookers/multi-cookers/express-crock/crock-pot-6-quart-express-crock-pressure-cooker-black-stainless/SCCPPC600-V1-DS.html/> (September 23, 2020).

- c. Defendant Sunbeam failed to adequately test its Pressure Cookers; and,
- d. Defendant Sunbeam failed to provide timely and adequate post-marketing warnings and instructions after they knew the risk of injury from its Crock-Pot[®] Pressure Cookers.

124. Plaintiff used the subject Crock-Pot[®] Pressure Cooker with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable use of cooking.

125. Plaintiff's injuries were the direct and proximate result of Defendant Sunbeam's breach of its express warranties.

126. As a direct and proximate result of breach of express warranties, as set forth above in this Count, Defendant Sunbeam is liable for Plaintiff's injuries and damages, as set forth in this Complaint, under applicable Colorado law.

COUNT IV

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

127. Plaintiff incorporates by reference the above paragraphs 1 through 79 of this Complaint, as if fully set forth herein.

128. At the time Defendant Sunbeam marketed, distributed, and sold its Crock-Pot[®] Pressure Cooker to Plaintiff, it warranted that its Crock-Pot[®] Pressure Cookers were merchantable and fit for the ordinary purposes for which they were intended.

129. Consumers, including consumers such as Plaintiff, were intended third-party beneficiaries of the implied warranties.

130. Defendant Sunbeam's Pressure Cookers were not merchantable and fit for their ordinary purpose, because they had the propensity to lead to serious personal injuries as described herein in this Complaint.

131. Plaintiff used the Pressure Cooker with the reasonable expectation that it was properly designed and manufactured, free from defects of any kind, and that it was safe for its intended, foreseeable use of cooking.

132. Defendant Sunbeam's breach of implied warranty of merchantability was the direct and proximate cause of Plaintiff's injuries and damages.

133. As a direct and proximate result of breach of implied warranties, as set forth above in this Count, Defendant Sunbeam is liable for Plaintiff's injuries and damages, as set forth in this Complaint, under applicable Colorado law.

COUNT V

VIOLATION OF THE COLORADO CONSUMER PROTECTION ACT

C.R.S. §6-1-101, et seq.

134. Plaintiff incorporates by reference the facts and allegations as set forth in paragraphs 1 through 79 of this Complaint.

135. The claims and statements made by Defendant regarding the performance and safety features of the subject Crock-Pot® 6-Quart Express Crock Multi-Cooker, as set forth above, were false.

136. The claims and statements made by Defendant regarding the performance and safety features of the subject Crock-Pot® Pressure Cooker, as set forth above, were deceptive trade

practices, as defined in C.R.S. §6-1-105, including, but not limited to C.R.S. §6-1-105 (e), (g), and (i).

137. Pursuant to the provisions of the Colorado Product Liability Act, C.R.S. §13-21-401, et seq., Defendant is deemed to be the “manufacturer” of products that they distributed, and that were used by citizens of the state of Colorado in the state of Colorado and are thereby liable to Plaintiff for the claims asserted in this count of this Complaint.

138. As a direct and proximate result of Defendant’s deceptive trade practices, Plaintiff is entitled to all of the damages and remedies provided to Colorado consumers pursuant to C.R.S. §6-1-113, including but not limited to treble damages, and the costs of this action, together with reasonable attorney fees as determined by the Court.

DAMAGES FOR ALL CAUSES OF ACTION

139. Plaintiff hereby incorporates by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and for her damages for each cause of action further alleges as follows:

140. As a direct and proximate result of the failure of Defendant’s subject Crock-Pot® 6-Quart Express Crock Multi-Cooker, and the conduct, actions, inactions, omissions, and negligence of Defendant, Plaintiff Salena Rivera sustained injuries and damages, which total in excess of \$75,000, exclusive of interest and costs, including, but not limited to:

- a) serious and permanent physical injuries;
- b) past and future pain, suffering, and anguish, both in mind and in body;
- c) physical disability, past and future;

- d) physical impairment;
- e) disfigurement;
- f) loss of enjoyment of life;
- g) past medical bills;
- h) future medical bills;
- i) loss of past wages and income;
- j) such other damages as may be allowed by Colorado law, and supported by the evidence; and,
- k) attorneys' fees and the costs and expenses of litigation as may be permitted by Colorado law and the rules of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Salena Rivera, demands judgment against Defendant Sunbeam Products, Inc, in an amount of compensatory damages to be determined by a jury, in excess of \$75,000, exclusive of interest and costs, plus prejudgment interest, post-judgment interest, and taxable cost, and any and all other damages and relief available under Colorado law to fully compensate her for her injuries and damages.

PLAINTIFF DEMANDS A TRIAL BY JURY

Respectfully submitted this 8th day of September 2023.

/s/ George E. McLaughlin

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